

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
Newark Vicinage

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ACE PRIVATE RISK SERVICES A/S/O	:	
SETH & SUSAN SCHWINGER,	:	
	:	
Plaintiff,	:	Civil Action No: _____
	:	
v.	:	
	:	
WATTS WATER TECHNOLOGIES, and	:	
AMERICAN FAUCET, INC.,	:	
	:	
Defendants	:	

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Plaintiffs, ACE Private Risk Services, as subrogee of Seth and Susan Schwinger,  
by way of Complaint say:

**PARTIES**

1. The plaintiff, ACE Private Risk Services (“ACE”), is an insurance company doing business in the State of New Jersey, with a principal place of business located at Seven Giralda Farms, Suite 120, Madison, NJ 07940 and is the insurer of the home of Seth and Susan Schwinger, located at 7 Hickory Lane, Closter, NJ 07624.

2. Defendant, Watts Water Technologies, Inc. (“Watts”) is a corporation incorporated in the State of Delaware, engaged in, among other things, the design, manufacture, marketing and sale of plumbing fixtures, with headquarters located at 815 Chestnut Street, North Andover, MA 08145.

3. Defendant, American Faucet, Inc. (“American Faucet”) is a foreign corporation engaged in, among other things, the design, manufacture, marketing and sale, and

installation of components for plumbing fixtures, with headquarters located at 115 Saramia Crescent, Concord, Ontario, Canada, L4K 4P7.

#### **JURISDICTION**

4. Jurisdiction in this case is based on diversity of citizenship of the parties and the amount in controversy. Plaintiff is an insurance company doing business in the State of New Jersey. Defendant, Watts is a corporation formed under the laws of the State of Delaware, while defendant, American Faucet is a foreign corporation based in Ontario, Canada. The amount in controversy exceeds the sum of Seventy Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

#### **BACKGROUND**

5. On or about December 2, 2009, a water leak took place at the home of ACE's insured.

6. The leak originated from a shower in the second floor bathroom of the insured's home.

7. Upon information and belief, the cause of the leak was a fracture in a Watts Eurotherm Tub and Shower mixing valve ("TSV") assembly.

8. The fracture was caused by a manufacturing defect within the TSV assembly that resulted in the de-zincification of the brass valve, causing it to be prone to such fractures.

9. The TSV was manufactured and sold by defendant, Watts.

10. The shut off valve within the subject TSV was supplied and brazen into the assembly by defendant, American Faucet.

11. The leak resulted in water damage to the ceiling, walls and some furniture in the living room on the first floor.

12. As a result of the leak, a claim was submitted to ACE for the damage to the insured's property.

13. As a result of the aforementioned claim, ACE paid its insured \$85,920.83.

14. As a result of the payment to its insured, ACE now, as subrogee of Seth and Susan Schwinger, seeks to recover the aforementioned damages, owing to defendants, Watts and American Faucet's strict products liability and breach of warranty.

**COUNT I**  
**STRICT PRODUCTS LIABILITY**  
**N. J. S. A. 2A:58C ET SEQ.**

15. ACE repeats the allegations set forth above in paragraphs 1 to 14, as though set forth herein at length.

16. At all times relevant to this Complaint, the TSV assembly was defective as to its manufacturing, causing the leak of December 2, 2009.

17. Under the circumstances then and there existing, the shower mixing valve assembly was unsafe for its intended use.

18. The TSV was manufactured and sold by defendant, Watts.

19. The shut-off valve within the TSV was supplied and brazened into the assembly by American Faucet.

20. ACE's insured was not aware of the unsafe condition of the shower mixing valve assembly prior to or at the time of its use.

21. On December 2, 2009, ACE's insured used the TSV in a manner and for the purpose Watts and American Faucet had intended and as a proximate result of its use, the product caused ACE to suffer the aforementioned damages.

22. As a direct and proximate result of the defects in the subject Watts Eurotherm TSV, a leak resulted and ACE's insured was forced to have repair and restoration work done to the home.

23. By reason of the foregoing, ACE suffered damages in the amount of \$85,920.63, together with interest and costs of this action, to which they are subrogated.

WHEREFORE, plaintiff, ACE Private Risk Services, as subrogee of Seth and Susan Schwinger, demands judgment in their favor and against defendants, Watts Water Technologies, Inc. and American Faucet, Inc., in the amount of \$85,920.63 together with the costs of this action, and any other relief this Court may deem just and proper.

**COUNT II**  
**BREACH OF WARRANTY**

24. Plaintiff repeats the allegations set forth above in paragraphs 1 to 23, as though set forth herein at length.

25. Watts expressly and/or impliedly warranted that the TSV was of merchantable quality, and was safe and fit for the purpose intended when used under ordinary conditions and in an ordinary or foreseeable manner.

26. American Faucet expressly and/or impliedly warranted that the TSV was of merchantable quality, and was safe and fit for the purpose intended when used under ordinary conditions and in an ordinary or foreseeable manner.

27. The leak of December 2, 2009, and the consequent damage sustained by ACE's insured was caused by Watts' and American Faucet's breach of such express and/or implied warranties.

28. As a direct and proximate result of Watts' and American Faucet's breach of expressed and/or implied warranty, a leak resulted and ACE's insured was forced to have repair and restoration work done to the home.


29. By reason of the foregoing, plaintiff, ACE suffered damages in the amount of \$85,920.63 together with interest and costs of this action, to which they are subrogated.

WHEREFORE, plaintiff, ACE Private Risk Services, as subrogee of Seth and Susan Schwinger, demands judgment in their favor and against defendants, Watts Water Technologies, Inc., and American Faucet, Inc., in the amount of \$85,920.63 together with the costs of this action, and any other relief this Court may deem just and proper.

**DEMAND FOR TRIAL BY JURY**

Pursuant to Fed. R. Civ. 38(b), the plaintiff hereby demands a Trial by a jury.

LAW OFFICES OF DENNIS J. CRAWFORD

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